

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
Kansas City Division

CYNTHIA WERTHS,

Plaintiff,

v.

PRINCIPAL LIFE INSURANCE
COMPANY and INTER-STATE STUDIO &
PUBLISHING CO.,

Defendants.

Case No.: 2:22-CV-4152

NOTICE OF REMOVAL OF CAUSE

Defendant Principal Life Insurance Company (“Principal Life”), by its undersigned counsel, pursuant to 28 U.S.C. §§1441, 1446 and the Local Rules of the United States District Court for the Western District of Missouri, notifies this Honorable Court that the above-entitled cause has been removed from the Circuit Court of Pettis County, State of Missouri. Co-Defendant Inter-State Studio & Publishing Co. (“Inter-State”), by its undersigned counsel, consents to this removal. 28 U.S.C. § 1446(b)(2)(C). In support of said notice, Principal Life states as follows:

BACKGROUND

The Summons and Complaint in this civil action filed on or about August 26, 2022 in the Circuit Court of Pettis County, State of Missouri, captioned *Cynthia Werths v. Principal Life Insurance Company and Inter-State Studio and Publishing Co.*, Case No. 22PT-CC00115, were originally served on September 23, 2022, onto Corporation Service Company (“CSC”), Principal Life’s registered agent for purposes of service of process in Missouri. Principal Life received a copy of the summons and complaint on August 26, 2022. In compliance with 28 U.S.C. §1446(b), Principal Life files this Notice of Removal with this Court within thirty (30) days after receipt of

a copy of the initial pleading setting forth the claim for relief upon which this action or proceeding is based and within thirty (30) days after service of Summons and Complaint on Principal Life. (Copies of the Summons and Complaint served upon Principal Life are attached hereto as **Exhibit A**). All pleadings received by Principal Life in this matter are filed with this Notice. The only other served defendant, Inter-State Studio & Publishing Co. (“Inter-State”), through its attorneys Jackson Lewis P.C., pursuant to 28 U.S.C. § 1446(b)(2)(C), consents to the removal. *See* signed consent attached as **Exhibit B**. All pleadings in the state court proceeding related to Inter-State are filed with this Notice as well. *See* **Exhibit C**.

Plaintiff Cynthia Werths’ (“Plaintiff”) Complaint seeks payment of basic and voluntary dependent life insurance benefits in the amount of \$45,000.00 on her husband, under her and her husband’s employer Inter-State’s employee welfare benefit plan, sponsored and maintained by Inter-State, with life insurance benefits funded by Principal Life. (Ex. A *generally* and at ¶¶5, 6, 7) Copies of the Group Policies are attached hereto as **Exhibits D** and **E**. The plan and the group insurance policies are subject to the Employee Retirement Income Security Act of 1974, as amended 29 U.S.C. §1001 *et seq.* (“ERISA”). (Ex. D, Part IV, Section D, pp. 1-2; Ex. E, Part IV, Section D, pp. 1-2) Plaintiff alleges further that Inter-State breached duties to Plaintiff related to its administration of the Plan and benefit. Principal Life and Inter-State deny that Plaintiff is entitled to any of the relief sought in her Complaint.

GROUND FOR REMOVAL

A. Federal Question Jurisdiction, 28 U.S.C. §1331

Plaintiff’s claims relative to the denial of spousal/dependent life insurance benefits and administration of the benefit against Principal Life and/or Inter-State relate to or arise out of an employee welfare benefit plan governed by ERISA. (*See* Exhibits D and E) ERISA controls

actions brought to recover benefits and to enforce rights under employee welfare benefit plans. 29 U.S.C. §1132(e)(1); *Pilot Life Ins. Co. v. Dedeaux*, 481 U.S. 41 (1987). This Court has jurisdiction under 28 U.S.C. §1331, 29 U.S.C. §§1132(e)(1), 1144 over matters arising under ERISA and even if they are mistakenly pleaded under state law, such actions are removable if filed in state court because ERISA completely preempts all of Plaintiff's state law claims against Principal Life. Plaintiff's claims are, in fact, claims arising under federal law because they relate to an employee benefit plan. *Metropolitan Life Ins. Co. v. Taylor*, 481 U.S. 58, 66, 107 S.Ct. 1542, 1547 (1987). This complete preemption operates to confer original federal subject-matter jurisdiction notwithstanding the absence of a federal cause of action on the face of the complaint. *In re U.S. Healthcare, Inc.*, 193 F.3d 151, 160 (3d Cir. 1999). Removal of such cases to federal court is proper. *Taylor*, 481 U.S. at 58. Based on the facts set forth above, which were true at the time the Complaint was filed and remain true as of the date of filing of this Notice of Removal, this action is governed by ERISA and Principal Life is entitled to remove this action to this Court pursuant to 28 U.S.C. §§1331 and 1441.

CONCLUSION

Principal Life and Inter-State have complied with the procedural requirements of 28 U.S.C. §1446 and the Federal Rules of Civil Procedure that govern removal from state court. This Court has original jurisdiction over this matter because Plaintiff's claims relate to an employee welfare benefit plan governed by ERISA.

Notice of filing for removal will be promptly given to the Circuit Court of Pettis County, Missouri. Additionally, Principal Life and Inter-State will serve its responsive pleading to the Complaint within seven (7) days after filing this petition for removal, pursuant to Fed. R. Civ. P. 81(c) and 6(a), or such subsequent time as set by stipulation of the parties or order of the Court.

WHEREFORE, Defendant Principal Life Insurance Company respectfully notifies that this cause has been removed from the Circuit Court of Pettis County, Missouri, to the United States District Court for the Western District of Missouri, pursuant to the provisions of 28 U.S.C. §1446 and the Local Rules of the United States District Court for the Western District of Missouri.

Respectfully Submitted,

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***Attorneys for Defendant Principal Life
Insurance Company***

Dated: October 20, 2022

CERTIFICATE OF SERVICE

The undersigned, an attorney, hereby certifies that on October 20, 2022, I filed the foregoing document with the Clerk of Court using the CM/ECF system, which will send notification of such filing to all parties and counsel of record.

/s/ Jennifer Boston
Jennifer Boston